

KENTUCKY EDUCATIONAL DEVELOPMENT CORPORATION

dba

PURCHASEPROS

REQUEST FOR PROPOSALS

for

Progressive Performance-Based Renovation

Name:	<u>Price Contract</u>
Address:	<u>904 Rose Road Ashland KY 41102</u>
Project:	<u>Progressive Performance-Based Renovation</u>
RFP Post Date:	<u>August 21, 2025</u>
RFP Due Date:	<u>September 18, 2025, 2:00 PM Eastern</u>
Contact Name:	<u>Sam Atkins</u>
Contact Title:	<u>Chief Business Officer</u>
Contact Address:	<u>904 Rose Road Ashland, KY 41102</u>
Contact Phone:	<u>(606) 928-0205</u>
Contact Email:	<u>sam.atkins@purchasepros.net</u>

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1. ANNOUNCEMENT

- 1.1 The Kentucky Educational Development Corporation (KEDC) doing business as and hereinafter PurchasePros will receive Proposals from Qualified Providers for services to be provided under KRS 45A.370, Competitive Negotiation involving public agencies. Providers shall be required to provide an energy savings performance guarantee. PurchasePros has pre-qualified the following potential respondents per KRS 45A.400:

1. Ameresco, Inc.
2. Ascendant Facility Partners, LLC
3. CMTA, Inc.
4. Energy Optimizers, USA, LLC
5. GRP|Wegman
6. Perfection Group, Inc.
7. Performance Services, Inc.

NOTE: Prequalification shall not foreclose a written determination: (1) Between the time of bid opening or receipt of offers in the making of an award that a prequalified prospective contractor is not responsible; or (2) That a prospective contractor who is not prequalified at the time of bid opening or receipt of offers is responsible.

- 1.2 PurchasePros, as a local public agency, has adopted KRS 45A.360 (1)(h) to allow progressive project delivery within the scope of this RFP.
- 1.3 The intent of the Progressive Performance-Based Renovation project is to improve existing facilities through the identification, design, and implementation of targeted upgrades. The scope will begin with energy conservation measures delivered under a framework of guaranteed performance. The scope may expand to include additional renovations unrelated to energy savings, depending on the needs identified during the preconstruction phase. Work will be delivered through a phased, milestone-based structure that allows for refinement of scope, pricing, and guarantees prior to construction authorization.
- 1.4 Because of the progressive nature of the delivery method, detailed specifications cannot be sufficiently developed in advance to support an award based on the lowest bid or lowest evaluated price. As a result, this contract will be awarded in accordance with the Competitive Negotiation provisions of KRS 45A.370.
- 1.5 Interested and Qualified Providers can receive a copy of the official Request for Proposals (RFP) from the PurchasePros website (<https://purchasepros.net/bid-opportunities/>).
- 1.6 An authorized representative of PurchasePros will receive sealed proposals until **2:00 PM Eastern on September 18, 2025**, at the following address:

KEDC
904 Rose Road
Ashland, KY 41102-7104
Phone: (606) 928-0205

Proposals received after the date and time set for the opening will not be accepted. Proposals received after the time designated will not be opened.

PurchasePros and the Board of Directors cannot assume responsibility for any delay because of the failure of the mail or delivery services to deliver proposals on time. (Please note that FED EX does not guarantee delivery time to PurchasePros because they classify PurchasePros as being in a rural area.)

- 1.7 Proposals shall comply with the format requested.
- 1.8 Proposals shall be enclosed in sealed envelopes or containers. Clearly label all proposals **PROGRESSIVE PERFORMANCE-BASED RENOVATION** on the outside of the package or container. **Faxed or emailed submissions will NOT be accepted.**
- 1.9 Responding providers will be required to meet the provisions outlined in all applicable federal, state, and local regulations, and the qualifications set forth in this RFP, which include but are not limited to the following:
 - A. Demonstrated experience delivering integrated design and construction services under progressive or collaborative contracting methods.
 - B. Ability to provide a qualified, cohesive team including office staff, field supervision, construction management and design professionals capable of supporting a phased delivery approach.
 - C. Evidence of experience providing guaranteed energy savings contract services. in accordance with KRS 45A.352. Prior experience under KRS 45A.352 may be referenced to show relevant qualifications.
 - D. Evidence of ability to provide required insurance.
 - E. Evidence of ability to provide the required Performance and Payment Bonds.
 - F. Completion of KDE Non-Collusion Affidavit.
- 1.10 Questions concerning the RFP, or the project should be addressed to the contact person identified on the coversheet.
- 1.11 Ownership of all data, materials, and documentation originated and pursuant to the RFP shall be subject to public inspection in accordance with prevailing public access laws.
- 1.12 The Owner reserves the option of electing not to move forward with the project if the selection committee determines it is not in the best interest of the agency.
- 1.13 Progressive Performance-Based Renovation Contract:
 - A. The contract period will end on September 30, 2027, plus any extensions. The contract may be extended on a biennium basis by PurchasePros not to exceed

ten years in total, including the first contract period.

- B. PurchasePros shall notify the RESPONDENT in writing of its intent to extend or not to extend the contract by July 1st of each renewal year.
- C. The respondent shall submit in writing by July 15th that either does or does not intend to extend the contract.
- D. Any necessary price increases or decreases should be submitted in writing to PurchasePros by August 1st for the extended term. If price increases submitted are deemed excessive by PurchasePros then PurchasePros shall have cause not extending the contract. Price change notifications will follow the same pattern as above for any years in which this contract is extended.
- E. PurchasePros reserves the right to extend the term for up to 180 days to continue as a source of supply until new or replacement contracts are completed.
- F. Since this solicitation is subject to multiple contracts being accepted, PurchasePros reserves the right to renew and/or solicit additional responses.
- G. Any contract extension is contingent upon the written agreement of PurchasePros and the RESPONDENT.
- H. Any contract arising from this solicitation will not be automatically extended beyond any current period unless expressly approved by PurchasePros. PurchasePros reserves the right on any contract extension to revise, update, or supplement the contract terms and conditions including the assessment of administrative fees to the contractor as needed to cover the cost of PurchasePros servicing the contract, bidding program, or procurement service for the members.

- 1.14 This RFP is subject to KRS 45A.455 prohibition against conflict of interest, and gratuities and kickbacks.

2. INSTRUCTIONS TO RESPONDENTS

2.1 Preparation of Proposal:

- A. The respondent is expected to comply with all specifications, terms, conditions, and instructions contained in this RFP. Failure to do so will be cause for rejection.
- B. The Proposal should be prepared simply and economically, providing a straightforward concise description of the proposer's capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content. Each copy of the Proposal, and all documentation submitted with the Proposal, should be bound in a single volume where practical. The Owner will not be responsible for any costs incurred by respondent in preparing or presenting the Proposal.
- C. Any exceptions taken to the terms and conditions of this RFP shall be clearly

identified. If no exceptions are listed it will be concluded that the respondent will meet, in every detail, the conditions stipulated in this RFP.

- D. Recheck your response for possible errors; PurchasePros will not accept any alterations or corrections (including signatures) once the solicitation opens. No solicitation may be altered or amended after the specified time and date set for the solicitation opening. The PurchasePros Board, or its designate, reserves the right to waive defects and informalities in solicitation, to reject any or all solicitations, or to accept any solicitation as may be deemed to its interest.
- E. PurchasePros may allow the withdrawal of a solicitation where there is a patent error on the face of the solicitation document, or where the respondent presents sufficient evidence, substantiated by solicitation worksheets, that the solicitation was based upon an error in the formulation of the submitted price.
- F. PurchasePros reserves the right to award contracts to multiple RESPONDENTS.
- G. Additional discounts and/or special pricing are encouraged and may be accepted when consistent with other terms and conditions of the contract and offered equally to all members.
- H. RESPONDENT shall provide each item in this contract to all PurchasePros members at the same price, assuming equal quantities and purchases made within the same timeframe. RESPONDENTS shall not submit multiple discount levels for the same product by PurchasePros members (i.e., regional bidding is NOT permissible).

- 2.2 Protest Procedures: The PurchasePros Board of Directors or its designee shall have authority to determine protests and other controversies of actual or prospective RESPONDENTS in connection with the solicitations or selection for award of a contract.

Any actual or prospective respondent, who is aggrieved in connection with solicitation or selection for award of a contract, may file protest with the Office of the Executive Director of PurchasePros. A protest or notice of other controversy regarding the solicitation itself must be filed prior to the opening. A protest or notice of other controversy regarding and award must be filed promptly within two (2) calendar weeks after award. All protests or notices of other controversies must be in writing and addressed to:

Chief Executive Officer
KEDC
904 Rose Road
Ashland, KY 41102

The PurchasePros Board of Directors, or its designate, shall issue a decision in

writing. A copy of that decision shall be mailed or otherwise furnished to the aggrieved party and shall state the reasons for the action taken.

The decision of the PurchasePros Board of Directors shall be final and conclusive.

2.3 Late Proposal, Modification, or Withdrawal:

- A. Proposals received after the designated date and time will not be accepted and will be returned unopened.
- B. Proposals may be modified or withdrawn by written notice received prior to deadline for receipt of the Proposal without prejudice. A Proposal also may be withdrawn in person by a respondent or his authorized representative, provided his identity is made known and he signs a receipt for the Proposal, but only if the withdrawal is made prior to the deadline set for receipt of the Proposal.

2.4 Number of Copies: The respondent shall furnish three (3) copies, minimum, of the completed RFP package. In addition, the respondent shall submit a digital copy of the proposal on a portable USB memory drive.

2.5 Form of Agreement: The form of agreement to be used shall be an appropriate to industry standards American Institute of Architects (AIA) document(s). Specifically, AIA Document A141TM – 2014, Standard Form of Agreement Between Owner and Design-Builder.

2.6 Conditions:

- A. The selected provider shall furnish all utilities required for the provider's on-site office and/or operations for the duration of the contract.
- B. The selected provider shall furnish Payment and Performance Bonds, from a bonding institution listed in the current edition of the Federal Register, in an amount equal to 100% of the Proposal price as surety for the faithful performance of this contract. Bonds shall be kept in force for the duration of the contract, executed by a resident agent in the state where the project is located, and in compliance with all applicable state laws and regulations.
- C. The existence of insurance required hereunder shall be established by the furnishing of Certificates of Insurance issued by insurers duly licensed to operate in the state where the project is located. Insurance shall be in force on the date of execution of the Contract and continued for a period equal to the duration of the project.
- D. Provider shall include design professional services as required by all applicable local regulations.

- E. Provider, provider's sub-contractors and provider's design consultants shall maintain a minimum Liability Insurance as stated below:
- i. Workers' Compensation:
 - a. State Statutory
 - b. Applicable Federal Statutory
 - c. Employer's Liability \$500,000
 - ii. Comprehensive or Commercial General Liability (including Premises Operations; Independent Contractor's Protection; Product Liability and Completed Operations; Broad Form Property Damage):
 - a. General Aggregate \$1,000,000
 - b. Products/Completed Operations Aggregate \$1,000,000
 - c. Personal/Advertising Injury (per person/organization) \$1,000,000
 - d. Each Occurrence (Bodily Injury and Property Damage) \$1,000,000
 - e. Limit per Person Medical Expense \$10,000
 - f. Exclusions of Property in Contractor's Care, Custody or Control shall be eliminated.
 - g. Property Damage Liability Insurance shall provide Coverage for Explosion, Collapse, and Underground Damage
 - iii. Contractual Liability:
 - a. General Aggregate \$1,000,000
 - b. Each Occurrence (Bodily Injury and Property Damage) \$1,000,000
 - iv. Automobile Injury:
 - a. Bodily Injury \$500,000 each person
\$1,000,000 each accident
 - b. Property Damage \$500,000 each accident, or
a combined single limit of
\$1,000,000
 - v. Liability coverage for the Owner shall be provided by endorsement as additional insureds on the Qualified Provider's Liability Policy.
 - vi. Excess Liability Umbrella Form:
 - a. General Aggregate \$1,000,000
 - b. Each Occurrence \$1,000,000
 - vii. There shall be an endorsement in each of the above policies as follows, "It is hereby agreed that in the event of a claim arising under this policy, the company may not deny liability by reason of the insured being a state, county, municipal corporation or governmental agency."

2.7 Pre-qualification:

- A. Physical Facilities - RESPONDENT must have the warehouse facilities required to safely and securely store the products required by these specifications if appropriate. PurchasePros reserves the right to pre-qualify any or all RESPONDENTS and to reject any RESPONDENT for not meeting the requirements in the areas of warehouse facilities and equipment.

- B. Financial Capacity - The potential RESPONDENT shall have financing adequate to purchase items in the most economical quantities. References may be requested to document adequate financial capacity.
- 2.8 Accounting Practices: During the life of any contract arising from this RFP, the RESPONDENT must clearly demonstrate the capacity to provide accurate, reliable, and timely reports in terms of invoices, statements, credits, and usage data. Further, they must demonstrate the ability and capability to provide all data necessary to accomplish an accurate and time efficient audit of cost on items being purchased under the cost process. Discounts, rebates, and credits shall be clearly identified on each invoice to PurchasePros members.
- 2.9 Compliance with State and Federal Laws:
- A. Any contracts resulting from this solicitation shall be governed under the laws of the state where the project is located.
 - B. Any suit, action or other proceeding regarding the execution, validity, interpretation, construction, or performance of this agreement brought against KEDC doing business as PurchasePros shall be filed in the Boyd County Circuit Court of the Commonwealth of Kentucky.
 - C. Any suit, action or other proceeding regarding the execution, validity, interpretation, construction, or performance of this agreement brought against a member shall be filed in the appropriate local jurisdiction of said member.
 - D. The RESPONDENT shall comply with all local, state, and federal laws and regulations as applicable, related to the awarded contract and the rendering of goods and /or services including but not limited to:
 - a. The Civil Rights Act of 1964 was amended.
 - b. The contractor is and shall remain in compliance with all Federal Equal Employment Opportunity provisions. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” (2 CFR §200 Appendix II (C))
 - c. The Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

- d. The Davis-Bacon Act (40 U.S.C. 276a to 276a–7) as supplemented by Department of Labor regulations (29 CFR Part 5), as applicable.
 - e. Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–330) as supplemented by Department of Labor regulations (29 CFR Part 5).
 - f. Section 306 of the Clean Air Act (42 U.S.C.) 187 [h], Section 508 of the Clean Water Act (33 U.S.C. 1368, Executive Order 11738 and Environmental Protection Agency (EPA) regulations, (40 CFR Part 15).
 - g. The Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 871).
 - h. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). (2 § 200.322)
- 2.10 Liability: The RESPONDENT agrees to protect, defend, and save harmless KEDC doing business as PurchasePros and members from any suits or demands for payment that may be brought against it for the use of any patented material, process, article, or device that may enter into the manufacture, construction, or form a part of the work covered by either order or contract; and awarded RESPONDENT further agrees to indemnify and save harmless KEDC doing business as PurchasePros and members from suits or actions of every nature and description brought against it for, or on account of any injuries or damages received or sustained by any party or parties by, or for any of the acts of the RESPONDENT, his servants or agents. The RESPONDENT will hold PurchasePros and participating members harmless for all damage resulting from consumption of products delivered under this contract when such damage is attributed to foreign materials or other defects in products delivered by the RESPONDENT.
- 2.11 Non-Assignability of Awarded Contract: RESPONDENT cannot convey this contract to its successors or assigns without the prior express approval of the Board of Directors of PurchasePros or its designee.
- 2.12 Quantities: It shall be understood that participation in any resulting price contract by PurchasePros members is strictly voluntary and members will have no obligation to purchase from the awarded RESPONDENT.
- 2.13 Notices: Notices under this Agreement are sufficient if given by nationally recognized overnight courier service, certified mail (return receipt requested), facsimile or electronic mail with electronic confirmation, or personal delivery to the other party if given to the last known address. Notice is effective:
- When delivered personally,
 - Three business days after sending by certified mail,

- On the business day after sending by a nationally recognized courier service, or
- On the business day after sending by facsimile or electronic mail with electronic confirmation to the sender.

A party may change its notice address by giving notice in accordance with this section.

- 2.14 Severability: If any provision of this Agreement is determined by any court or governmental authority to be unenforceable, the parties intend that this Agreement be enforced as if the unenforceable provisions were not present, and that any partially valid and enforceable provisions be enforced to the extent that they are enforceable.
- 2.15 No Waiver: A party does not waive any right under this Agreement by failing to insist on compliance with any of the terms of this Agreement or by failing to exercise any right hereunder. Any waivers granted hereunder are effective only if recorded in a writing signed by the party granting such waivers.
- 2.16 Cumulative Rights/Construction: The rights and remedies of the parties under this Agreement are cumulative, and either party may enforce any of its rights or remedies under this Agreement or other rights and remedies available to it at law or in equity.
- 2.17 Installation: For all installation services provided under this solicitation the bidder agrees to complete all work within the guidelines set forth. PurchasePros reserves the right to inspect all work performed under this contract. PurchasePros will correct or require correction of substandard work at the RESPONDENT's expense.
- Substandard work is a default of the contract and grounds for immediate termination of the contract.
- 2.18 Warranty: RESPONDENT shall make available and honor all manufacturer's warranties, standard and extended for all materials provided under this price contract.
- 2.19 Recalls: RESPONDENT shall notify PurchasePros and any effected members immediately of any product recalls. The RESPONDENT will issue a credit or comparable substitute for any delivered, recalled product at the member's discretion. All costs associated with voluntary and involuntary product recalls shall be borne by RESPONDENT.
- 2.20 Product and Safety Information: RESPONDENT shall provide upon request by any member, the most recent MSDS information sheets for any products the RESPONDENT may deliver to said member.

- 2.21 Surcharges: Fuel surcharges or other similar surcharges are not permissible.
- 2.22 Contract Suspension: PurchasePros may, at its sole discretion, suspend the awarded contract for a period of up to 90 days to investigate alleged instances of material breach of contract or material non-compliance. The RESPONDENT will not accept new orders from PurchasePros members while they are suspended. However, the RESPONDENT may complete orders already in process at the discretion of PurchasePros and the member. Breach of contract, default, or noncompliance renders the awarded contract null and void. The RESPONDENT agrees that they have no legal recourse of any nature against PurchasePros, or member entities except for payment of goods, supplies and services that are due for prior purchases sold under the awarded contract. The decision of PurchasePros regarding suspension and/or termination is final.
- 2.23 Termination for Convenience: PurchasePros reserves the right to terminate any contract at any time, completely or in part, by thirty (30) days written notice to Contractor. Upon receipt by the Contractor of the “notice of termination”, the Contractor shall discontinue all services with respect to the applicable contract. PurchasePros or the participating members, after deducting any amount(s) previously paid, shall pay for all services rendered or goods supplied by the Contractor, as well as any reasonable costs incurred by Contractor up to the time of termination but not including Contractor’s loss of profit. The cost of any agreed upon services provided by the Contractor will be calculated at the agreed upon rate prior to “notice of termination” and a fixed fee contract will be pro-rated (as appropriate).
- 2.24 Termination for Non-Performance (Default): PurchasePros may terminate the resulting contract for non-performance, as determined by PurchasePros, for such causes as:
- Failing to provide satisfactory quality of service, including, failure to maintain adequate personnel, whether arising from labor disputes, or otherwise any substantial change in ownership or proprietorship of the Contractor, which in the opinion of PurchasePros is not in its best interest, or failure to comply with the terms of this contract.
 - Failing to keep or perform within the time set forth herein, or violation of, any of the covenants, conditions, provisions, or agreements contained herein.
 - Adjudicating as voluntarily bankrupt, making a transfer in fraud of its creditors, filing a petition under any section from time to time, or under any similar law or statute of the United States or any state thereof, or if an order for relief shall be entered against the Contractor in any proceeding filed by or against contractor thereunder. In the event of any involuntary bankruptcy proceeding being instituted against the Contractor, the fact of such an involuntary petition being filed shall not be considered an event of default until sixty (60) days after filing of said

petition in order that Contractor might during that sixty (60) day period seek dismissal of the involuntary petition or otherwise cure said potential default.

- Making a general assignment for the benefit of its creditors, or taking the benefit of any insolvency act or, if a permanent receiver or trustee in bankruptcy shall be appointed for the Contractor.

- 2.25 Demand for Assurances: In the event PurchasePros has reason to believe Contractor will be unable to perform under the Contract, it may make a demand for reasonable assurances that Contractor will be able to perform all obligations under the Contract in a timely manner. If Contractor is unable to provide adequate assurances, then such failure shall be an event of default and grounds for termination of the Contract.
- 2.26 Notification of Default: PurchasePros will provide ten (10) calendar days written notice of default. Unless arrangements are made to correct the non-performance issues to PurchasePros' satisfaction within ten (10) calendar days, PurchasePros may terminate the contract by giving thirty (30) days' notice, in writing, of its intent to cancel this contract.
- 2.27 Compensable Damages for Breach: The Contractor agrees that the following items shall be included as compensable damages for any breach of a contract with PurchasePros.
- Replacement costs
 - Cost of repeating the competitive bidding procedure expenses
 - Expenses incurred as the result of delay in obtaining replacements.
- The enumeration of compensable damage contained in this section is not intended to be exclusive and will not operate to bar recovery by PurchasePros for any other damages caused by the Contractor's breach of contract. However, in cases where the contract provides for liquidated damages, said liquidated damages shall be in lieu of all other damages, including those enumerated.
- 2.28 Piggyback Clause: PurchasePros reserves the right to extend the terms, conditions, and prices of the awarded RESPONDENT to other Institutions who express an interest in participating in any contract that results from this bid. Each of the piggyback Institutions will issue their own purchasing documents for the purchasing of goods and services. The respondent agrees that PurchasePros shall bear no responsibility or liability for any agreements between the respondent and the other Institution(s) who desire to exercise this option. Piggyback contracts may not extend beyond the contact date established by PurchasePros. Participation by other institutions may not result in a material change to the contract.

- 2.29 Attorney Fees: If either party deems it necessary to take legal action to enforce any provision of the contract, each party shall be responsible for their own expenses of such action, including attorney fees and costs at all stages of litigation.
- 2.30 Force Majeure: No party is liable or considered in default or breach of any agreement resulting from this solicitation for any failure or delay in fulfilling or performing any term of the agreement (except for owed payments) caused by acts beyond the impacted party's reasonable control. These include:
- Acts of God including natural disasters, extreme weather events, geological events, and biological events such as epidemics, pandemics, or similar health emergencies
 - War (declared or not), invasion, hostilities, terrorist threats or acts, riot, or civil unrest.
 - Changes in applicable laws or regulations after the agreement date
 - Actions, embargoes, or blockades in effect on or after the date of an agreement resulting from this solicitation.
 - Action by any governmental authority including but not limited to economic sanctions or trade restrictions.
 - National or regional emergency
 - Strikes, labor stoppages or slowdowns or other industrial disturbances.
 - Emergency state
 - Shortage of power or transportation facilities
 - Other similar events beyond the reasonable control of the impacted party such as technological malfunctions or breakdowns

The impacted party must provide written notice of a force majeure event within five (5) calendar days after reasonably determining its impact. The notice should include the impacted party's reasonable estimate of the event's duration and the expected time of performance. The impacted party must make diligent efforts to end the delay, minimize effects, and resume performance promptly after the removal of the force majeure cause.

PurchasePros may, in addition to other rights and remedies, terminate any agreement resulting from this solicitation if the contractor is the impacted party and any force majeure event continues or is expected to continue for more than ninety (90) calendar days, upon written notice to the Contractor.

3. PROJECT DESCRIPTION

This solicitation constitutes a Request for Proposal (RFP) issued pursuant to KRS 45A.370 – Competitive Negotiation – from qualified organizations (hereinafter referred to as "RESPONDENT") to provide Progressive Performance-Based Renovation services to participating public agencies through PurchasePros. The

objective of this RFP is to identify and select one or more qualified providers to deliver these services to agencies partnered with PurchasePros. The resulting contract shall comply with all applicable regulatory requirements governing each participating agency.

PurchasePros reserves the right to reject any or all proposals and to be the sole judge of the value and merit of the proposals offered.

Responses to this solicitation shall be submitted in accordance with the instructions provided herein.

All inquiries and questions regarding this solicitation should be directed to the PurchasePros contact person for this proposal:

KEDC
Attn. Sam Atkins
904 Rose Road
Ashland, KY 41102

- 3.1 Respondent Information: PurchasePros invites any qualified providers to respond to this solicitation. A RESPONDENT must be responsible, regularly, and practically engaged in providing the services requested, and possess ample resources for providing the services identified.

3.2 Payments and Administrative Fee:

- A. Each member shall be responsible for making payment to the RESPONDENT. Normally, members pay bills only after approval from the member board, which meets monthly. PurchasePros reserves the right to negotiate upon mutual agreement to serve as Purchasing Agent for any Contract including charging an additional administrative fee to the contractor beyond the two percent (2%) fee detailed below.
- B. The RESPONDENT will remit to KEDC an administrative fee for ALL the work performed procured under this contract according to the scale below.

Job Size	Fee
<\$7,500,000	2.00%
\$7,500,001 - \$9,999,999	1.75%
\$10,000,000 - \$12,499,999	1.50%
\$12,500,000 - \$14,999,999	1.25%
>\$15,000,000	1.00%

- C. It is the RESPONDENT's responsibility to track and report all purchases made by PurchasePros members.

- D. The contractor will remit payment to KEDC on a quarterly basis by the 25th day of next month accompanied by an electronic sales report showing total amounts for all purchases made by members under this contract during the period of the bid.

<u>Period</u>	<u>Reporting and Payment Schedule</u>
January – March	April 25 th
April – June	July 25 th
July – September	October 25 th
October - December	January 25 th

- E. The fee is to be included in the contractor's pricing and cannot appear on the members' invoice.
- F. RESPONDENT must report all payments received from members including but not limited to maintenance agreements, lease agreements, and professional services as purchases. The administrative fee applies to the entire amount of any project administered under this contract. Including work performed by subcontractors, material suppliers, and others under this contract. It is the contract holder's responsibility to report, collect, and remit all fees owed to KEDC.
- G. In consideration of receiving a PurchasePros Preferred Vendor Contract, all sales to PurchasePros members occur under this contract unless the RESPONDENT holds an individual contract with the member. The RESPONDENT agrees to send a copy of all renovation contracts executed with public agencies within two months of the contract award.
- H. Remit the administrative fee payment to KEDC, 904 Rose Road, Ashland, KY 41102-7104. For your reference, KEDC's FEIN is 61-0659010. KEDC may modify the format of report and payment schedule (monthly or quarterly reporting) to its discretion.
- I. If the RESPONDENT holds multiple awards from KEDC, the highest fee structure applies to all purchases.

3.3 General Conditions:

PurchasePros does not discriminate based on religion, sex, race, national origin, age, ancestry, creed, color, political affiliation, membership in the National Guard, state defense force or any reserve component of the United States military or state military forces, pregnancy, marital or parental status, sexual orientation, or physical, mental, emotional, or learning disability or handicap or other bases prohibited under state or federal law.

- 3.3.1 This solicitation is to assist PurchasePros in the selection of a qualified

individual or organization (RESPONDENT) to provide services as described herein.

- 3.3.2 RESPONDENTS shall submit their responses on the forms and in the manner specified and shall respond to each specification.
- 3.3.3 PurchasePros reserves the right to amend the contents of this solicitation. The intent of such amendments is directed toward finding the best solution available at the associated cost. If it becomes necessary to amend any part of this specification, an addendum will be provided to all parties on the distribution list. Each addendum will be numbered (i.e. Addendum #). RESPONDENTS shall acknowledge receipt of said addendums in their response.
- 3.3.4 If additional data is necessary to provide clarification of provisions in this solicitation, a supplemental questionnaire will be provided to all parties on the distribution list. Each supplement will be numbered (i.e. Supplement Questionnaire #). RESPONDENTS shall acknowledge receipt of said supplemental questionnaire(s) in their response.
- 3.3.5 Responses should be prepared simply and economically, providing a straightforward and concise explanation of the RESPONDENT's capabilities that will satisfy the identified requirements.
- 3.3.6 RESPONDENT may include additional information and data that is believed to be helpful to PurchasePros in the evaluation of the services identified herein as an appendix to the response.
- 3.3.7 All costs for preparing and submitting responses are entirely the responsibility of the RESPONDENT and will not be chargeable in any manner to PurchasePros.
- 3.3.8 PurchasePros reserves the right to accept, negotiate changes to, or reject any or all responses or portions thereof, and to accept any responses or portions thereof that may be the most advantageous, and reserves the right to waive technicalities.
- 3.3.9 Any RESPONDENT that contacts any member of PurchasePros' staff, Board, or other member of the selection team, other than the designated contact or with the consent of the designated contact, with the intent to influence selection decisions, will be disqualified from further consideration.
- 3.3.10 Questions and Interpretations
 - A. Refer questions concerning this solicitation to the contact person identified on the cover page. Any request for clarification or

interpretation of the provisions of this solicitation must be received at least seven (7) calendar days prior to the proposal due date identified on the cover.

- B. Responses to the questions may result in a supplement or addenda. All supplements and addenda so issued shall become part of the specifications.
- C. RESPONDENT shall carefully examine the contents of this solicitation and any subsequent addenda or supplements. Failure to do so shall not relieve RESPONDENT of the obligation to fulfill the terms therein identified.
- D. PurchasePros shall not be responsible for oral interpretations given by any PurchasePros employee, representative or other individual; including PurchasePros' contact person. The issuance of a written addendum or supplement is the only official method whereby interpretations, clarifications or additional information can be given that would change the terms and conditions of this solicitation.

3.3.11 Quality Control

- A. The RESPONDENT shall note any deviations or exceptions from the specifications on the submitted response. If proposing an alternative other than specified, it must be clearly labeled as such. PurchasePros may, at its discretion, accept or reject any or all deviations or exceptions proposed.
- B. RESPONDENTS shall specifically identify any requirement, term, or condition, whether contained in the main body of the RFP or an Addendum, Exhibit or Supplement, with which the RESPONDENT takes exception in the "Exceptions" section of the RESPONDENT'S proposal. If the RESPONDENT does not specifically identify such an exception in this section of their proposal, it will be assumed that the RESPONDENT accepts and agrees to all these requirements, terms, and conditions.

3.3.12 Responses to Solicitation

- A. All Proposals shall be submitted to:
KEDC
904 Rose Rd.
Ashland, KY 41102
- B. It is the responsibility of the respondent to ensure that Proposal arrive to the specified location by the deadline.

- C. Proposals will be opened and recorded. The opening and recording shall be conducted in a meeting open to the public.
- D. An individual with the authority to bind the RESPONDENT must sign the Proposal.
- E. RESPONDENT shall submit the following documents / information in their Proposal:
 - 1. Proposal in the format and containing the information as specified within this RFP including all Exhibits, Supplement and Addenda. Three (3) copies of the Proposal shall be submitted. Additionally, a copy of the proposal must be provided on a portable USB memory device.
 - 2. Acknowledgement of receipt of all Exhibits, Supplements and Addenda.
 - 3. All exceptions to Requirements, Terms or Conditions shall be specifically identified in writing in the Exceptions section of the Proposal.

3.3.13 Anti-collusion Clause

- A. During the preparation and submission to this solicitation, RESPONDENTS are prohibited from directly or indirectly entering any combination or arrangement with any person, firm, or corporation, or entering into any agreement, or participate in any collusion, or otherwise take any action in the restraint of free competitive bidding in violation of the SHERMAN ACT (15 U.S.C. Section 1).
- B. In responding to the solicitation, RESPONDENT certifies that their Proposal is not the result of, or affected by, any act of collusion with, or any act of, another person or persons, firm or corporation engaged in the same line of business or commerce.
- C. In responding to the solicitation, RESPONDENT certifies that no person acting for, or employed by, PurchasePros has an interest in, or is concerned with, this Proposal and that no person or persons, firm, or corporation other than the RESPONDENT, have an interest in this Proposal.
- D. The RESPONDENT is legally entitled to enter contracts with agencies of the Commonwealth of Kentucky and is not in violation of any prohibited conflict of interest, gratuities and kickbacks including those prohibited by the provisions of the Model Procurement Code (KRS Chapter 45A).

3.3.14 Proprietary Information

- A. The RESPONDENT is advised that most records and documents in the possession of PurchasePros may be subject to access by the public. Trade secrets or proprietary information submitted in response to this solicitation will be protected by PurchasePros to the extent permitted by law; however, PurchasePros prefers that proprietary information not be included in the Proposal nor in any appendix to the Proposal.
- B. The RESPONDENT must provide a statement that identifies any data or other material that is requested to be protected and the reasons why protection is necessary. Such trade secrets or proprietary information should be submitted separately, sealed with envelope clearly marked PROPRIETARY. Please provide a digital copy of proprietary information.
- C. A statement by RESPONDENT that the entire Proposal is proprietary cannot be honored and may result in the removal of the Proposal from further consideration. References may be made within the body of the Proposal to proprietary information; however, all information contained within the body of the Proposal, not under separate cover and labeled proprietary, shall be deemed a public record.
- D. If a request is made for access to information that has been identified as Proprietary, the Representative will notify the affected RESPONDENT of the request and the RESPONDENT must either revoke this Proprietary status in writing to allow public access or pay all costs associated with defending the Proprietary nature of this information, including all PurchasePros' labor.

3.3.15 I certify on behalf of myself, the company and its key employees that I, the company, or its key employees have not been proposed for debarment, debarred, or suspended by PurchasePros, the Commonwealth of Kentucky, or any Federal Agency and are not listed on the Excluded Parties List System provided by the United States Government General Services Administration at www.epls.gov.

3.3.16 PurchasePros members including but not limited to schools, universities, local government, and other public agencies who PurchasePros serves are exempt from federal and state excise and sales taxes for direct purchases. All prices for direct purchases quoted shall reflect the tax-exempt status. Tax exemption certificates, if required, will be provided upon request after a selection is made by a member.

3.3.17 Acceptance of a preferred proposal and inclusion in PurchasePros' price contract does not constitute an order. Orders shall only be made

following issuance of a purchaser order or a signed contract from the member.

- 3.3.18 All terms and conditions specified in response to this solicitation shall remain effective for a period of not less than 90 days following the Due Date shown on the cover page.
- 3.3.19 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352): respondent certifies, to the best of their knowledge and belief, that:
- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - C. The respondent shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. The Contractor will comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and the New Restrictions on Lobbying and has signed and attached to this agreement the Certificate Regarding Lobbying and, if applicable, the Disclosure of Lobbying Activities (Forms SF-LLL) and annually will sign and submit a certificate, if applicable, Form SF-LLL to PurchasePros.

- 3.3.20 Procurement of Recovered Materials (2 C.F.R. § 200.323). Respondent and all subcontractors must comply with section 6002 of the Solid Waste

Disposal Act, as amended by the Resource Conservation and Recovery Act.

- 3.3.21 The respondent shall comply and shall remain in compliance with all Federal Equal Employment Opportunity provisions. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” (2 CFR §200 Appendix II (C)).
- 3.3.22 Where applicable, the contractor agrees to abide by the federal requirements regarding “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. (2 CFR §200 Appendix II (F)).
- 3.3.23 Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems for the following.
1. Covered telecommunications equipment as described in Public Law 115-232, section 889, produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 2. Public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 3. Telecommunications or video surveillance services provided by such entities or using such equipment.
 4. Any telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. (2 § 200.216)

4. TENTATIVE PROJECT SCHEDULE

The following process and timeline will be used to select the preferred Progressive Performance-Based Renovation services provider(s) for a price contract:

- A. Issuance of RFP – August 21, 2025
- B. Due Date of Proposal – September 18, 2025
- C. Optional Oral Interviews and Selection of Provider(s) – September 2025
- D. Notification of Determination to Provider(s) – October 1, 2025
- E. Final Price Contract Selection(s) October 1, 2025

5. GOALS FOR THE QUALIFIED PROVIDER

- 5.1 The Progressive Renovation process shall identify and implement energy conservation measures and other needed renovation which:
 - A. Reduce operating costs.
 - B. Improve classroom and other environmental conditions.
 - C. Improve maintenance and operation of the facilities.
 - D. Address deferred maintenance.
 - E. Reduce carbon footprint and other negative environmental impacts.
- 5.2 To manage and complete the Project within the defined time schedule, approved budget, and the quality guidelines.
- 5.3 To represent the best interests of the Owner in the performance of services toward the expeditious and efficient completion of the project.

6. DEFINITIONS

- 6.1 **"Qualified Provider"** means a person or business experienced in the design, implementation, and installation of energy, water, wastewater conservation measures and other needed renovation determined to be qualified by the public agency.

The Qualified Provider shall be responsible for and shall provide the agency with the following information regarding project experience and guaranteed energy, water, and wastewater savings contracts:

- A. Project design and specifications
- B. Construction management
- C. Construction
- D. Commissioning
- E. Ongoing services as required.
- F. Measurement and verification of savings for guaranteed energy, water, and wastewater savings contracts.
- G. Annual reconciliation statements as provided in Section 6.3 of this RFP.

6.2 **“Performance-Based,” “Energy Conservation Measures,” (ECMs) “Energy Savings,” and “Performance Guarantee”** refer to any guaranteed energy and operational savings, which must be supported by verifiable calculations. These savings shall be determined using one of the measurement and verification (M&V) methodologies specified in either:

- The United States Department of Energy’s *Measurement and Verification Guideline for Federal Energy Projects*, or
- The *North American Energy Measurement and Verification Protocol (IPMVP)*.

If none of the prescribed methods is suitable due to data limitations or unique project characteristics, the qualified provider shall develop an alternative method. This alternative must be demonstrably compatible with one of the two recognized standards listed above.

6.3 **“Annual Energy Savings Reconciliation Statement”** means a report that discloses any **shortfall** or **surplus** between the *guaranteed* energy and operational savings specified in the Progressive Performance-Based Renovation contract and the *actual* energy and operational savings realized during a given **guarantee year**.

The **guarantee year** shall be defined as a 12-month period beginning when all energy conservation measures become fully operational.

- If actual savings fall short of the guaranteed amount, the **qualified provider** shall reimburse the public agency for the shortfall within **thirty (30) days** after annual savings have been determined.
- If actual savings exceed the guaranteed amount in a given year, the **surplus** may be carried forward and credited toward any potential shortfall in the **next guarantee year**. However, any surplus carried

forward may only be applied for **one (1) year**.

- If the qualified provider reimburses the agency for a shortfall and a surplus occurs in a future guarantee year, the provider may bill the agency for an amount **not to exceed** the shortfall previously paid.

6.4 **“Design Professionals”** as defined in KRS 322.360 or other applicable statutes and regulations that govern a participating agency.

7. PROVIDER QUALIFICATIONS

- 7.1 Ability to demonstrate efficient and cost-effective renovation solutions.
- 7.2 Ability to provide Progressive Performance-Based Renovation projects as demonstrated by successful past projects.
 - 7.2.1 Demonstrated experience delivering integrated design and construction services under progressive or collaborative contracting methods.
 - 7.2.2 Evidence of experience providing guaranteed energy savings contract services. Prior experience under KRS 45A.352 may be referenced to show relevant qualifications.
- 7.3 Ability to provide a qualified, cohesive team including office staff, field supervision, construction management and design professionals capable of supporting a phased delivery approach.
- 7.4 Demonstrates knowledge of all current statutes, regulations, and codes applicable to public agency building projects.
- 7.5 Demonstrates knowledge of current Kentucky Department of Education (KDE) and other public agency contract requirements.
- 7.6 Ability to provide Required Performance and Payment Bonds for 100% of the contract amount from a bonding company licensed in the state where the project is executed.
- 7.7 Ability to provide required insurance.
- 7.8 Demonstrated expertise in delivering integrated project services, including cost development for design, construction, commissioning, measurement and verification, annual reconciliation statements, and ongoing support. The ability to prepare and submit for approval all required documents in proper form and in a timely manner.
- 7.9 The willingness to sign a Non-Collusion Affidavit.

8. SERVICES REQUIRED

The selected Qualified Provider shall provide Guaranteed Energy Savings Contract services as stated in the AIA Document A141™ – 2004, Standard Form of Agreement Between Owner and Design-Builder, related Exhibits, and the following:

- 8.1 List of Final Energy Conservation Measures (ECM's).
- 8.2 Provide a written guarantee with a detailed description of the recommended Measurement and Verification (M&V) plan for measures with savings guarantees as required by Section 6.2 of this RFP.
- 8.3 The final cost of the project includes design, construction, commissioning, measurement and verification, annual reconciliation statements, and required on-going services.
- 8.4 Prepare Design Development Plans for all ECMs.
- 8.5 Final amount calculated guaranteed savings from the ECMs.
- 8.6 For the ECM portion of the project provide a written guarantee that either the energy or operational costs savings plus capital cost avoidance will meet or exceed the costs of the energy conservation measures within the term of the contract.
- 8.7 Summary of proposed method and costs of financing.
- 8.8 Final Construction Drawings and Specifications in conformance with the list of ECMs.
- 8.9 Provide the estimated costs of annual reconciliation statements and any required on-going services.
- 8.10 Provide information on your company's approach to training district personnel on new systems and equipment.
- 8.11 Indicate any equipment maintenance service contracts and their costs, which will be required by your firm as a condition of the energy services guarantee.
- 8.12 Provide information on your firm's ability to provide other innovative energy services.

9. PROPOSAL FORMAT

Proposals must be submitted in the format outlined in this section. For each proposal a minimum criteria checklist will be used in reviewing the proposal to determine if it is complete prior to actual evaluation. PurchasePros reserves the right to eliminate from further consideration any proposal deemed to be

substantially or materially unresponsive or incomplete to the requests for information contained herein.

I. Table of Contents

Responses shall include a table of contents properly indicating the section and page numbers of the requested information.

II. Executive Summary

Responses shall include a concise abstract stating the respondents' overview of the services.

III. Company Profile

This section should include the following information on the RESPONDENT.

1. Company name
2. Address
3. Telephone number
4. Contact person(s) for this proposal
5. Email address
6. Lead Personnel – For each person identified in items a. & b. please list their name, email, phone number, and office location.
 - a. List the Lead Personnel employed by the RESPONDENT involved in this proposal and future contracts with members.
 - b. List key team members and contractors (both labor and material) that will be part of your design and installation team.
 - c. Provide your company's corporate organizational chart.
7. References - Complete list of Progressive Performance-Based Renovations that comply with Section 7.2 of this solicitation implemented over the past 10 years with public agencies in which the RESPONDENT held the contract with the agency for guaranteed energy savings. This list shall be a summary sheet listing to include the public agency, contact name/title/phone number, project cost, year ECMs were implemented, guaranteed energy savings and actual energy savings to date.
8. Energy Savings Results
 - a. In addition to the energy savings information requested above in 8.a., provide a list of all Energy Star label facilities that have resulted from energy efficiency gained from Section 7.2 compliant projects implemented by the RESPONDENT. Included year of certification and rating from EPA.

- b. The RESPONDENT must identify any Section 7.2 compliant projects completed within the last 10 years in which they did not meet the annual energy savings guarantee. A detailed explanation must be provided for any shortfall.
 - c. A third-party guarantee is available. It is the owner's option. The qualified provider will provide an estimate for this guarantee.
9. Litigation - list any project or contract in which the RESPONDENT has entered litigation or arbitration with a public agency during the past 10 years. Provide a summary detailing the litigation/arbitration. Omission of any past litigation will result in disqualification.
10. Marketing Plan
- a. Provide a marketing plan for promoting the PurchasePros contract. This plan shall cover all areas and states applicable. Demonstrate how the PurchasePros contract will be used as a primary contract offering to participating agencies. Encouraging participating agencies to circumvent the contract by purchasing directly from Vendor will result in suspension or termination of the contract.
 - b. Provide a projection of the number of projects you envision delivering through this contract venue in the 2025-2026 and 2026-2027 fiscal years.
 - c. Provide a projection of the dollar volume for projects you envision delivering through this contract venue in the 2025-2026 and 2026-2027 fiscal years.
 - d. What percentage of your Kentucky public works projects are projected to be delivered through this price contract venue?
 - e. PurchasePros has awarded contracts in several additional facility-related categories. Successful respondents are encouraged to consider these contract holders as appropriate, based on the specific needs of each project. A list of current contract holders, including their contact information, will be provided to all successful respondents.
 - f. PurchasePros (KEDC) maintains a technology services division, and successful respondents are encouraged to utilize these services as appropriate. A detailed list of available offerings and contact information will be provided to all successful respondents.
 - g. How can PurchasePros best assist you in marketing the Progressive Performance-Based Renovation contract?

IV. Technical Approach (Preconstruction Phase)

Section IV. should contain information about the RESPONDENT'S technical approach to providing a member public agency with a proposal for a Progressive Performance-Based Renovation through PurchasePros' Price Contract.

1. Engineering Analysis: Explain in detail the engineering processes the RESPONDENT would use in assessing energy savings and facility needs of a public agency. Given the phased nature of this project delivery, RESPONDENTS are expected to demonstrate a willingness to perform all engineering and analysis services at risk. RESPONDENTS shall provide the following:
 - a. Estimated study completion timelines.
 - b. Typical costs of similar studies in other project delivery methods.
 - c. Any financial obligation to the public agency for the study
 - d. Level of detail associated with design documents (i.e. CAD and Revit drawings at the design-developed level of scope)
 - e. What level of detail will be provided regarding manufacturer, type, model, size, and quantity of equipment offered with the Proposal?
 - f. Any other information that would explain the RESPONDENTS' engineering analysis.
2. Drawings: Provide a sample set of drawings along with equipment lists which were provided to a public agency for a comprehensive renovation project previously awarded to the RESPONDENT.
3. Energy Savings Calculations & Guarantee: Provide sample set of energy savings calculations provided to a public agency for a project previously awarded to the RESPONDENT that are most indicative of the calculations the RESPONDENT would use on Progressive Performance-Based Renovation projects with public agencies if selected to be part of the Price Contract. Additionally, provide a Sample Guarantee in the Appendix of your proposal that includes all the terms and conditions of the Energy Savings Guarantee Agreement the RESPONDENT would ask member to sign. Prior experience under KRS 45A.352 may be referenced.
4. The RESPONDENT may include additional, ongoing energy related services that will further serve the public agency's goal of the Progressive Performance-Based Renovation contract. These services must be identified upfront with an adequate description of why they benefit the member.

V. Pricing Approach (Development Phase)

1. Open Book Pricing: Each RESPONDENT must agree to use open book pricing such that the cost of each component making up the total cost of the contract to the member is broken out and made visible for review and inspection. All equipment Purchase Orders and subcontracts must be included as part of the Open Book Pricing process for inspection. All pricing will include all reimbursable(s). These will not be added to the

price. Confirm that preconstruction services will be provided at risk, with no cost to the agency unless a construction contract is executed. Explain how each service listed below would be delivered under a Progressive Performance-Based Renovation and specify any associated costs to the public agency.

- a. Design Engineering Services: Provide the percentage (of construction cost) fee for these services for projects of \$500K, \$1M, \$2M, \$5M and \$10M in size.

\$500K	\$1 Million	\$2 Million	\$5 Million	\$10 Million
%	%	%	%	%

- b. Energy Engineering Services: Provide the percentage fee (of construction cost) for these services for projects of the following **square footages in size (50K, 100K, 200K, 500K, 1M)**.

50k sq ft	100k sq ft	200k sq ft	500k sq ft	1 million sq ft
%	%	%	%	%

- c. Project Management/Construction Management Services: Provide the percentage fee (of construction cost) for these services for projects of \$500K, \$1M, \$2M, \$5M and \$10M in size.

\$500K	\$1 Million	\$2 Million	\$5 Million	\$10 Million
%	%	%	%	%

- d. Commissioning Services: Provide the percentage fee (of construction cost) for these services for projects of \$500K, \$1M, \$2M, \$5M and \$10M in size.

\$500K	\$1 Million	\$2 Million	\$5 Million	\$10 Million
%	%	%	%	%

- e. Contingency: Provide the percentage of construction cost contingency for projects of \$500K, \$1M, \$2M, \$5M and \$10M in size. The RESPONDENT shall retain any unused contingency and shall cover the cost of any errors or omissions that exceed this amount.

\$500K	\$1 Million	\$2 Million	\$5 Million	\$10 Million
%	%	%	%	%

- f. General Conditions: Provide the percentage fee (of construction cost) for all general Condition items required to properly implement a Progressive Performance-Based Renovation utilizing the

RESPONDENT process except for services described above.

- g. Overhead & Profit: Provide the percentage of overhead and profit for projects of \$500K, \$1M, \$2M, \$5M and \$10M in size as required to properly implement a project utilizing the RESPONDENT process.

\$500K	\$1 Million	\$2 Million	\$5 Million	\$10 Million
%	%	%	%	%

2. Equipment Manufactured or Represented by RESPONDENT: Since equipment manufactured or represented by RESPONDENT cannot be effectively competitively procured by RESPONDENT to ensure a market price, all such equipment must be priced at not to exceed GSA pricing, and no overhead or profit may be applied to the GSA price. This requirement is not negotiable and RESPONDENTS unwilling to comply with this requirement will be rejected without further consideration. For all other nonproprietary equipment, provide open book pricing (see items 1 and 4).
3. No Change Order Guarantee: PurchasePros wants to offer Progressive Performance-Based Renovation through the Price Contract with a “No Change Order Guarantee” so that participating public agencies can be assured they will not pay more than the contract amount to receive the scope of work, and all the benefits promoted in the proposal. Design errors, scope omissions, non-performing systems and unforeseen conditions shall be paid by the RESPONDENT except for items specifically excluded by the RESPONDENT in their Proposal. Include any exclusions on the form provided.
4. Equipment Selection: The RESPONDENT must get firm price quotes from a minimum of three equipment suppliers for each construction bid package. The member shall have the right to select any of the three suppliers offered. List any situation in which the RESPONDENT would request, taking exception to this requirement and include that explanation on the Exceptions form provided.
5. Subcontractor Selection: The RESPONDENT must get firm price quotes from a minimum of three subcontractors for each construction bid package. The member shall have the right to select any of the three subcontractors offered. List any situation in which the RESPONDENT would request, taking exception to this requirement and include that explanation on the Exceptions form provided in the appendix. If market conditions prohibit the RESPONDENT from obtaining three quotes,

RESPONDENT must provide evidence of soliciting multiple quotes and an explanation of why each contractor solicited did not provide a quote.

6. Tier of Contractors: The cost of a renovation contract increases as the layers of mark-ups increase. It is desirable to minimize the layers of mark-up which increases the risk for and effort of the RESPONDENT. Specify which of the following trades the RESPONDENT self-performs, contracts for directly or has a prime contractor handle.
 - a. Electrical contractor
 - b. Sheet metal contractor
 - c. Mechanical piping contractor
 - d. Plumbing contractor
 - e. Controls contractor
 - f. Insulation contractor
 - g. Test & balance contractor
7. Equipment Purchases: The cost of a renovation contract increases as the layers of mark-ups increase. It is desirable to minimize the layers of mark-up which increases the risk for and effort of the RESPONDENT. Specify which of the following equipment the RESPONDENT purchases directly versus having a prime contractor handle.
 - a. Boilers
 - b. Chillers
 - c. Pumps
 - d. Air-handling units
 - e. Unit ventilators
 - f. Exhaust fans
 - g. Controls
 - h. Variable Frequency Drives (VFDs)
 - i. Lighting material
8. Turnkey Subcontractors: Identify in your proposal which of the following trades you will manage directly, and which will be managed through a subcontract. For those trades managed directly by the RESPONDENT, identify which trade would be managed through a turnkey contract (i.e. the contractor having a direct contract with the RESPONDENT would provide all material, equipment and labor associated with that portion of the work).
 - a. Mechanical
 - b. Sheet Metal
 - c. Electrical
 - d. Temperature controls & energy management

- e. Insulation
- f. Test & Balance
- g. Commissioning
- h. General
- i. Roofing
- j. Windows
- k. Flooring

9. Self-Performance: Identify in your proposal which of the trades in E. 8. above will the RESPONDENT self-perform and specifically identify which portions of that work would be self-performed.

VI. Implementation Approach (Construction Phase)

- 1. Installation: Describe how the RESPONDENT intends to implement the installation phase of the project in terms of approach, priorities, philosophies, timelines, scope changes by member, and commissioning.
- 2. Commissioning: Describe in detail the commissioning processes that the RESPONDENT intends to utilize to commission the building for optimal learning environments and energy efficiency. In the RESPONDENT'S Proposal provide an actual commissioning document from a past project where this same approach was utilized.
- 3. Project Management: Describe how the RESPONDENT plans on organizing and managing the project team members. Provide details on how the project team will communicate with the member and how the managers of the project will guide team collaboration to best serve the owner. Provide a one-page (or less) Excel bi-weekly worksheet report (weekly reports preferred) to Owner and PurchasePros' representatives outlining potential project risks and responsibilities, and a summary of any changes in contract time or cost. Bi-weekly or weekly contractor reports should be brief and only include the above. Contractors may develop their own format and may substitute typical reports if they capture existing and potential risks with responsible parties.

VII. Support Approach (Support Services Phase)

- 1. Training: Explain the RESPONDENT's plan for providing training and support services to the member. Describe the range of services being offered, such as maintenance, training, follow-ups, auditing, etc.
- 2. Performance Assurance: Described in detail the performance assurance processes that the RESPONDENT intends to utilize to ensure the building operates at peak performance both at the completion of the installation phase and throughout the contract term. In the Appendix of the REPONDENTS Proposal, provide an actual guaranteed savings annual

report from a past project where this same approach was utilized showing how both energy and operational savings were reported and verified.

10. PROPOSAL SELECTION

10.1 Proposal Selection Process

- a. After reviewing the proposals and interviews with the finalists, the PurchasePros Board, or its designee, may accept one or more contracts based on the needs of the membership.
- b. The PurchasePros Board, or its designee, will utilize a Best Value methodology as described in the Proposal Selection Criteria section of this RFP.
- c. PurchasePros anticipates selecting the RESPONDENT(S) with the Best Value Proposal by October 1, 2025.

10.2 Proposal Selection Criteria

1. **Minimum Criteria:** PurchasePros will reject any proposal that does NOT meet the minimum criteria described in this RFP and may at its discretion deduct points from the scoring rubric if the RFP format is not followed. The minimum criteria are identified on the RFP Compliance Verification Form, which is attached and labeled Exhibit 2. The RFP Compliance Verification Form must be completed and signed by the RESPONDENT, or their Proposal will be rejected. If a RESPONDENT is determined to be not responsive or responsible their proposal will be rejected, and no further scoring will occur.
2. **Proposal Scoring:** For proposals meeting or exceeding the Minimum Criteria, each Proposal will be scored based on the weighted scoring criteria shown below.

A. Ability to Successfully Implement Project **(30 points)**

1. Reputation of the RESPONDENT for successfully implementing renovation projects with associated energy savings in public agencies with high customer satisfaction. This reputation score shall be derived from feedback provided by personnel employed by public agencies where the RESPONDENT has implemented projects over the past 10 years.
2. Background of the team members responsible for implementing the proposed Performance-Based Renovation. This includes in-house engineers, project managers and technicians responsible for the designing, managing, programming, and commissioning of the project.

3. Past performance is a critical component in the selection process of this project. Therefore, each RESPONDENT must include a list of ALL projects they have completed within the past 5 years, and all projects completed in Kentucky for the past 10 years including the information shown below. In addition, each RESPONDENT must have completed a minimum of ten (10) performance contracts (with at least one year of guaranteed reported savings results) with public agencies to be considered for this project. References will not be considered for projects performed by anyone other than the RESPONDENT. This summary list must include the following information.
 - a. Public agency name
 - b. Contact name/title/phone number
 - c. Project cost
 - d. The year project was completed.
 - e. Guaranteed energy savings amount to date
 - f. Actual energy savings to date

B. Technical Approach (15 points)

1. Level of detailed design being offered with a strong preference toward more detailed designs and equipment lists.
2. Effective and understandable approaches to calculating savings and verifying the guaranteed savings are achieved throughout the guaranteed term.

C. Pricing Approach (40 points)

1. The willingness to follow the OPEN BOOK PRICING approach without exceptions as described in this RFP.
2. The willingness to provide preconstruction services at risk, with no cost to the agency unless a construction contract is executed.
3. Fees for various services.
4. Overhead and profit level requested as part of the OPEN BOOK PRICING process.
5. Cost effectiveness of pricing structure related to tiers of markups on equipment and subcontracts.
6. Cost effectiveness associated with being able to obtain competitive bids on all equipment and labor.
7. Willingness to guarantee “no change orders.”

D. Implementation Approach (8 points)

1. The reasonableness and effectiveness of the installation approach.

Much of this score will be based on how well the respondent delivered a successful installation for their past customers.

E. Support Approach **(7 points)**

1. The effectiveness of the training program being offered.
2. The effectiveness of the on-going support being offered with preference given to timely support at a low cost.
3. The effectiveness of the marketing plan for promoting the PurchasePros contract.

RFP EXCEPTIONS

The RESPONDENT must identify any exceptions they want to make to the RFP requirements on this “RFP Exception Form”. Exceptions may result in a rejection of the Proposal, a reduction in Qualitative Scoring or neither, depending on the ENTITIES’ understanding of how harmful the exceptions will be to PurchasePros on this project. PurchasePros shall be the sole judge of the impact of any exceptions and shall not debate their determination with a RESPONDENT.

List all exceptions below including three components. First, state the language that is being accepted. Second, provide language the RESPONDENT would propose to replace the excepted language. Lastly, provide an explanation for why the RESPONDENT is taking exception to the RFP language and how the proposed language will not be harmful to PurchasePros.

RESPONDENT TAKES NO EXCEPTIONS:

I, _____, an authorized representative of the RESPONDENT, take no exceptions to the RFP requirements and hereby verify that we will comply with all terms, conditions and requirements contained within the RFP.

_____	_____
Signature	Date

Title	

RESPONDENT TAKES EXCEPTIONS:

- 1. Page:
 - a. Excepted language:
 - b. Proposed language:
 - c. Explanation for excepted language:

- 2. Page:
 - a. Excepted language:
 - b. Proposed language:
 - c. Explanation for excepted language:

- 3. Page:
 - a. Excepted language:
 - b. Proposed language:
 - c. Explanation for excepted language:

- 4. Page:
 - a. Excepted language:
 - b. Proposed language:

- c. Explanation for excepted language:
- 5. Page:
 - a. Excepted language:
 - b. Proposed language:
 - c. Explanation for excepted language:
- 6. Page:
 - a. Excepted language:
 - b. Proposed language:
 - c. Explanation for excepted language:
- 7. Page:
 - a. Excepted language:
 - b. Proposed language:
 - c. Explanation for excepted language:
- 8. Page:
 - a. Excepted language:
 - b. Proposed language:
 - c. Explanation for excepted language:
- 9. Page:
 - a. Excepted language:
 - b. Proposed language:
 - c. Explanation for excepted language:

I, _____, an authorized representative of the RESPONDENT, understand that taking the exceptions identified above to the RFP requirements may our Proposal to be rejected or our Qualitative Score to be reduced. I understand that PurchasePros will be the sole judge of the impact of the exceptions listed above and understand that PurchasePros shall not debate their determination.

Signature

Date

Title

RFP COMPLIANCE VERIFICATION

Each RESPONDENT must acknowledge that they understand the following RFP requirements are the Minimum Requirements to be considered for Qualitative Scoring. Any proposals not including these Minimum Requirements will be rejected.

MINIMUM REQUIREMENTS:

1. RESPONDENT certifies that they have read the General Conditions and agrees to fully comply with the terms specified therein. Any exception that the REPSONDENT wishes to take the General Conditions shall be specifically listed on the attached RFP Exceptions form.
2. RESPONDENT has included a Base Bid offering including the Base Bid scope of work identified with the cost, energy savings and operational savings of each ECM. Omission of any component of the Base Bid scope of work or not providing the individual cost and savings per ECM will result in the Proposal being rejected.
3. RESPONDENT shall include a complete list of the RESPONDENT'S most recent public agency performance contracts over the past ten years.
4. RESPONDENT shall identify any energy savings shortfalls with public agencies over the past ten years with an explanation for why the shortfalls occurred and how the shortfalls were remedied.
5. RESPONDENT shall include an explanation of all past arbitration or litigation with public agencies over the past ten years. Omission of any of these events will result in rejection of the Proposal.
6. RESPONDENT shall include detailed drawings and an equipment list identifying all equipment being proposed on the Proposal. Equipment descriptions shall include manufacturer name, equipment type and size.
7. RESPONDENT shall include a completed Guarantee as an attachment to the Proposal including all calculations, energy and operational savings guaranteed amounts, terms, conditions and the cost to provide the services included in the Guarantee over the Guarantee term. Omission of any of a completed Guarantee including these details will result in rejection of the Proposal.

RESPONDENT INFORMATION & CERTIFICATION

Company: _____

Representative: _____

Email Address: _____

Address: _____

Phone: _____

Payment Address: _____

I have read the specifications and I understand the content and my firm's obligations regarding providing the specified services and products. I hereby submit the attached proposal. The prices being submitted shall be binding on our firm until 90 days from the date proposals are due, or until I am notified that I am not a successful RESPNDENT, whichever comes first. If my firm is awarded a contract as a result of the quoted prices, or subsequently negotiated prices, I guarantee that the prices shall be the maximum amount that my firm may charge for the products identified.

I certify that I have the authority to sign this proposal and bind my firm to the prices specified and the obligations associated with the award of all or any part of the items so specified.

I acknowledge receipt of ____ supplements.

I acknowledge receipt of ____ addendum.

Signature _____ Date _____

Title _____